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Property of

**1. Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

**2. Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

**3. Property.** I will keep the property in good condition and make all repairs reasonably necessary.

**4. Expenses.** I agree to pay all your expenses, including reasonable attorney's fees, if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees awarded by an appellate court, I will pay these amounts to you as provided in Covenant 10 of this mortgage.

**5. Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.

**6. Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default you, your agent or a court appointed receiver may take possession and manage the property and collect the rents. Any amount you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

**7. Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.

**8. Leaseholds; Condemnation; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If the mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by laws, or regulations of the condominium or planned unit development.

**9. Authority of Mortgagee to Perform for Mortgagee.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount necessary for performance. If any construction on the property is discontinued or the construction is not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing your failure to perform will not prejudice you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

**11. Inspection.** You may enter the property on request if you give me notice beforehand. The notice must state the responsible cause for your inspection.

**12. Condemnation.** I agree to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

**13. Waiver.** By exercising my remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later exercise the event of default if happens again.

**14. Joint and Several Liability; Co-signers and Assigns Bound.** All duties under this mortgage are joint and several. I also agree that mortgage but do not to sign the underlying debt. I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such changes will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors, heirs and assigns of either or both of us.

**15. Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

**16. Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. However, you may not demand payment in the above situations if it is prohibited by Federal laws of the date of this mortgage.

**17. Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

COVENANTS

HARRIS BANK ARGO

7548 W. 63rd St.

Overland Park, MO 66203

RETURN TO: